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STARBUCKS CORPORATION

9
10 UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF CALIFORNIA
11

12 ISABEL SAMANIEGO,
13 Plaintiff,

14 v.

15 STARBUCKS CORP and DOES 1
16 through 10,
17 Defendants.

Case No. 2:24-CV-02020-TLN-JDP

**JOINT STIPULATION TO
SEND MATTER TO
ARBITRATION; ORDER**

[State Court Complaint: June 24,
2024
San Joaquin County Superior Court
Case No.: STK-CV-
UWT-2024-0007433]

1 This stipulation is entered into by and between Plaintiff Isabel Samaniego
2 (“Plaintiff”) and Starbucks Corporation (“Starbucks”), by and through their
3 undersigned counsel of record. The parties hereby stipulation as follows:

4 WHEREAS, Plaintiff filed her Complaint in this matter in San Joaquin
5 County Superior Court on June 24, 2024, in the matter entitled *Isabel Samaniego v.*
6 *Starbucks Corp.*, San Joaquin County Superior Court Case No. STK-CV-UWT-
7 2024-0007433, asserting various employment-related claims;

8 WHEREAS, Starbucks filed its Answer on July 24, 2024, and thereafter
9 removed the case to this Court on July 25, 2024;

10 WHEREAS, Plaintiff signed an arbitration agreement with Starbucks on
11 August 10, 2024, that covers the claims at-issue in this litigation, and the parties
12 have met and conferred regarding the same;

13 WHEREAS, Defendant filed its petition to compel arbitration on September
14 30, 2024, and Plaintiff filed her opposition to the motion on October 14, 2024.
15 Thereafter, the parties engaged in additional meet and confer efforts related to the
16 arbitration agreement;

17 WHEREAS, the parties have now agreed to arbitrate this matter pursuant to,
18 and consistent with, Plaintiff’s arbitration agreement;

19 WHEREAS, the parties request the hearing on Defendant’s motion to compel
20 arbitration, currently set for hearing on November 14, 2024, be vacated in light of
21 the parties’ stipulation; and

22 WHEREAS, the parties further agree the United States District Court for the
23 Eastern District of California shall retain jurisdiction of this matter, that the court
24 proceedings shall be stayed pending the completion of arbitration, and any party
25 may file a petition with this Court to enforce the arbitrator’s decision.

26 THEREFORE, it is hereby stipulated and agree to by and between the
27 undersigned parties that:

- 28 1. The parties will arbitrate the claims pending in this action pursuant to,

- 1 and consistent with, Plaintiff's arbitration agreement;
- 2 2. The hearing on Defendant's motion to compel arbitration is hereby
- 3 vacated;
- 4 3. The action shall be stayed pending completion of the arbitration
- 5 between the parties; and
- 6 4. The United States District Court for the Eastern District of California
- 7 shall retain jurisdiction of this matter until the arbitration has been
- 8 completed and a request for dismissal has been filed with the Court.
- 9

10 Dated: October 18, 2024

ARENTFOX SCHIFF LLP

11 By: /s/ Brett D. Young

12 Morgan P. Forsey

13 Brett D. Young

14 Attorneys for Defendant

15 STARBUCKS CORPORATION

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17 Dated: October 18, 2024

BERRETH LAW GROUP

18 By: /s/ Kevin J. Berreth

19 Kevin J. Berreth

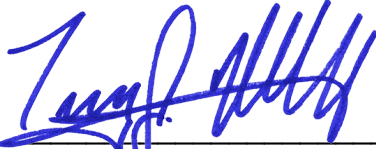
20 Attorneys for Plaintiff ISABEL

21 SAMANIEGO

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23 **IT IS SO ORDERED.**

24 Dated: October 18, 2024

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26 Troy L. Nunley

27 Chief United States District Judge

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